

# St. Charles Parish

## OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057 (985) 783-5000 • Website: www.stcharlesparish-la.gov

#### ST. CHARLES PARISH PRESIDENT'S OFFICE

#### **RFQ FORM**

### **DELIVER TO:**

ST. CHARLES PARISH
PRESIDENT'S OFFICE
PROCUREMENT OFFICE
3rd FLOOR (ROOM 3402)
P. O. BOX 302,
15045 RIVER ROAD,
HAHNVILLE, LA 70057
(985) 783-5000

Email to: srochelle@stcharlesgov.net

**OPENING:** 

ST. CHARLES PARISH
COURTHOUSE
PROCUREMENT OFFICE
3<sup>RD</sup> FLOOR, 15045 RIVER ROAD
HAHNVILLE, LA 70057

#### ITEM:

GENERATOR RENTALS FOR HURRICANE SEASON – JULY 01-OCT. 31, 2016

RFQ TIME: 11:00 AM

RFQ DATE: APRIL 21, 2016

**DEPARTMENT: PW/WASTEWATER** 

PLEASE READ RFQ CAREFULLY – LATE QUOTES WILL NOT BE ACCEPTED

NOTE: ONLY QUOTES IN INK WILL BE ACCEPTED. QUOTES CONTAINING CORRECTIONS WILL BE DISQUALIFIED.

Term of Contract: July 01, 2016 to October 31, 2016, with renewal option of three additional Hurricane Season Periods; 07-01-17 to 10-31-17, 07-01-18 to 10-31-18 & 07-02-19 to 10-31-19 – if agreed by both parties in writing.

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#### **INSURANCE REQUIREMENTS**

The following are standard insurance requirements for St. Charles Parish projects. Please be advised that additional requirements and/or limits may be required for services identifies as having additional risks or exposures. St. Charles Parish reserves the right to modify, alter, add, remove, or change any portion of the insurance requirement prior to execution of a contract or issuance of a purchase order. The successful company shall maintain full force and effect during the life of this agreement all insurance necessary to protect itself and Parish against claims for property damage or bodily injuries or death of person or persons, whether or not employed by bidder, which may arise from any cause in connection with the services to be performed herein. The following is a list of minimum insurance requirements which must be met:

- 1. Minimum Limits of Coverage are as follows: Parish has the right to examine policies to assure coverages.
  - Commercial General Liability \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;
  - Parish shall be added as additional insured on general liability;
  - Comprehensive Automobile Liability Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. Must have coverage for loading & unloading. Auto Liability should include owned, hired and leased autos.
  - Worker's Compensation Insurance As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.
  - The vendor would be required to have the appropriate Maritime/Jones Act insurance for projects in/on/over the waterway.
  - Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish. The certificate of insurance shall reference the waiver of subrogation endorsement;
  - The Worker's Compensation Policy Territory Coverage Must include Louisiana
  - <u>Deductibles</u> No insurance required shall include a deductible not greater than \$50,000. The cost of the deductible is borne by the contractor. Company may be asked to disclose Deductible /SIR amounts.
  - <u>Umbrella Liability/Excess Coverage</u> An umbrella policy or excess may be used to meet minimum requirements, provided it has the appropriate "drop down" coverage required. If the company subcontracts any portion of this order, it is required that he carry insurance in amounts stated above. Subcontractors shall submit a certificate of insurance certifying the above insurance coverage. The successful company also assumes full responsibility for all Federal and State Contributions for Unemployment Insurance, Workmen's Compensation, Disability Benefits Insurance, Federal Insurance Contributions Act Payments and Federal Withholding Tax of his employees.

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- BUILDER'S RISK For construction and repair projects

  The contractor shall maintain Builder's Risk Insurance Policy that covers the specific risks involved in the scope of work (subject to review and approval by the parish.)
- 2. Bidder agrees to indemnify and hold harmless St. Charles Parish, its officers and employees from any liability resulting indirectly or directly from the performance of the contract;
- 3. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA
- 4. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
- 5. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
- 6. Parish may request copies of the policy and/or sections of the policy for review;
- 7. It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of contractor. Contractor shall further ensure the Parish is names as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- 8. St. Charles Parish requires a 10 day notice of cancellation of policy.

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## CFR 200 - PROVISIONS FOR FEMA GRANT MONEY

ACCESS TO RECORDS – DHS Grant Alert 15-05 paragraph XXXIII (2) -Allows Federal Government (Grantee) access to a contractor's records; must include provision in contract stating this requirement by the contractor. The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

<u>RETENTION OF RECORDS</u> – 200.333 - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

**ENERGY EFFICIENCY** – **Appendix II(H)** - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plant (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

<u>COMPLIANCE WITH REPORTING REQUIREMENTS</u> – 200.327-.329 - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT— - Contractor shall be in compliance with section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR Part 5). Construction Contracts greater than \$2,000 and for other contracts greater than \$2,500 where mechanics and laborers are employed. Appendix II(E) All Construction contracts over \$100,000 where mechanics and laborers are employed.

COPELAND ANTI-KICKBACK ACT. — Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. **Appendix II(D)** — All Construction or repair contracts in excess of \$2,000. **Appendix II(E)** — All construction or repair contracts.

| Ľ۷ | QUAL OPPORT | LUNITY | CLAUSE: | "During the | performance ( | of this | contract, | the contractor | agrees |
|----|-------------|--------|---------|-------------|---------------|---------|-----------|----------------|--------|
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EQUAL OPPORTUNITY OF ALICE #D : 4

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as follows: The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds, race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504, of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations. **Appendix II(I)** – All **Construction** Contracts.

TERMINATION FOR CAUSE AND CONVENIENCE - St. Charles Parish may at any time and for any reason terminate Contractor's service and work at Owner's convenience, giving a minimum 10 day written notice. Upon receipt of such notice contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this agreement. Upon such termination, contractor shall be entitled to payment as follows:

- 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work. **Appendix II(B)** Applies to all contracts in excess of \$10,000.

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT – Appendix II(A) – All contracts greater than SAT (\$150,000). Paragraph #27.

COMPLIANCE WITH REGULATIONS PERTAINING TO PATENT RIGHTS (inventions), COPYRIGHTS AND RIGHTS IN DATA. – Appendix II(F) – The FEMA Public Assistance (PA) Program does not authorize any experimental, developmental or research work that would give rise to patents, inventions, copyrights or data. Therefore, there is NO REQUIREMENT for such clauses (OCC PA Field Manual page 94).

<u>CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT</u> - Appendix II(G) – Applies to all contracts greater than or equal to \$150,000.

<u>BYRD ANTI-LOBBYING AMENDMENT</u> - Appendix II(J) – Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

| AWARDS TO DEBARRED AND SUSPENDED PARTIES | _ Appendix II(I) - | - Sub recipient |
|--|--------------------|-----------------|
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(Applicant) must require and contractor must make a declaration that the contractor, its principles or affiliates (subcontractors), are currently not disqualified as a result of debarment of suspension. In ascertain whether a Contractor of Subcontractor has been excluded from participating in a contract of subcontract receiving Federal financial assistance, a search of the Excluded Parties Lis System can be conducted using the System for Award Management provided by the General Services Administration at <a href="https://www.sam.gov/protal/public/SAM/">www.sam.gov/protal/public/SAM/</a>.

PROCUREMENT OF RECOVERED MATERIALS – Appendix II(J) See 200.322 – Applies to State and local government entities and their contractors. The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

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| AME OF FIDM: |                            |

I hereby certify that the RFQ price(s) listed above and/or attached have been carefully checked and are submitted as correct and final.

| NAME OF FIRM     | AUTHORIZED SIGNATURE DATE |  |
|------------------|---------------------------|--|
| PHYSICAL ADDRESS | PRINT NAME                |  |
| P.O. BOX         | E-MAIL ADDRESS            |  |
| CITY, STATE, ZIP | TITLE                     |  |
| PHONE            | FAX                       |  |

ST. CHARLES HERALD GUIDE RFQ PUBLISHED: March 31, 2016 April 07, 2016

PLEASE READ RFQ CAREFULLY – LATE QUOTES WILL NOT BE ACCEPTED

NOTE: ONLY QUOTES IN INK WILL BE ACCEPTED. QUOTES CONTAINING CORRECTIONS WILL BE DISQUALIFIED.

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#### **EMERGENCY RFQ SPECIFICATIONS FOR HURRICANE SEASON: GENERATOR RENTALS**

- 1. **GENERAL**: RFQ Specifications to rent the following generators as listed during the 2016 Hurricane Season (July 01, 2016 till October 31, 2016) four calendar months or until otherwise notified by the St. Charles Parish Procurement Office.
  - This Contract will be in effect for the 2016 period / season with two one year renewal options; (July 1, 2017 October 31, 2017) & (July 01, 2018 October 31, 2018).
  - In the event of an evacuation, contractor must have a technician on call in St Charles Parish 24/7 and be able to reach the location to make the needed repairs within 45 minutes of the call out. Contractor will provide technician with means to communicate (cell phone, satellite phone, radio, etc.) with our designee of St. Charles Parish (contact information will be provided at the time of incident).
  - All generators in size below a 500kw shall have a 500 gallon external fuel tank.
  - All equipment must average 5 years or less and be containerized or sound attenuated to ensure the safety of St. Charles Parish.
- 2. **RENTAL OUTLINE**: The monthly rental period will be based upon a guaranteed minimum 4-month peak season (July 1<sup>st</sup> through October 31<sup>st</sup>). St Charles Parish can extend the rental period with additional months should we need to retain the equipment.

A month is defined as a calendar month.

- Single Shift is defined as 8hr/day; 40hr/week; 160hr/month
- Double Shift is defined as 16hr/day; 80hr/week; 320/month
- Triple Shift is defined as any hours above the 320hr/month
- 3. **MONTHLY PRICING**: Price per month must include all factors per location; including cables & delivery and pickup charges.

| ***Usage | Pricing | for the | (12) | 100kw | Units |
|----------|---------|---------|------|-------|-------|
|          |         |         |      |       |       |

| - | When equipment is put in service for any event for the months listed, the following additiona |
|---|---|
|   | rates will apply on a per week basis. These rates are in addition to the standby rates;       |
|   | \$ / week / unit. ( price per week to include additional delivery charges)                    |

These additional units will be held at Vendor's facilities on standby and delivered as requested to Emergency Locations specified be the St Charles Parish designee during an event.

- 4. **LOCATIONS FOR DELIVERY**: Based on listings to follow Table on next page.
  - Landry School River Road, Hahnville, LA 70057
  - Planning & Zoning Office River Road, Hahnville, LA 70057
  - Lift Station #1081 13830 OST, Boutte, LA 70039

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## EMG-16-1001

|  |                  |               |                |           |                                |                         | Dirig 10 100            |                         |
|--|------------------|---------------|----------------|-----------|--------------------------------|-------------------------|-------------------------|-------------------------|
| <u>Location</u>                        | <u>Generator</u> | <u>Cables</u> | <u>Voltage</u> | <u>HP</u> | External<br>Tank 560<br>Gallon | Monthly<br>Single Shift | Monthly<br>Double Shift | Monthly<br>Triple Shift |
| Landry School                          | 800kw            | 7-4/0<br>50'  | 277/480 – 3P   | N/A       | 1                              | \$                      | \$                      | \$                      |
| L/S#1081- Boutte                       | 800kw            | 7-4/0<br>50'  | 480/3P         | 3-200 HP  | NA                             | \$                      | \$                      | \$                      |
| L/S#7401- Paradis                      | 200kw            | 4-4/0<br>50'  | 480/3P         | 3-50 HP   | 1                              | \$                      | \$                      | \$                      |
| L/S#6992- Norco                        | 800kw            | 7-4/0<br>50'  | 480/3P         | 3-250 HP  | NA                             | \$                      | \$                      | \$                      |
| ***12 each<br>On fuel Tank<br>Trailers | 100kw            | NO Cables     | 240/480/3P     | N/A       | N/A                            | \$                      | \$                      | \$                      |

| • | Lift Station #7401 - | 117 | ' Barber R | Rd., P | aradis, | LA | 70080 |
|---|----------------------|-----|------------|--------|---------|----|-------|
|---|----------------------|-----|------------|--------|---------|----|-------|

| • | Lift Station | #6992 - | - Cedar Land. | . Norco. L | A 700 | )79 |
|---|--------------|---------|---------------|------------|-------|-----|

| Total: | \$ | \$ |
|--------|----|----|
|        |    |    |

All Generators (listed above) must be in place on or before July 01, 2016 – the beginning of the Hurricane Season.

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| Planning & Zoning<br>Ofc Hahnville | 200kw –<br>trailer<br>mounted | 8-4/0 type W<br>100' bare<br>end | 600 amp –<br>manual<br>switch | N/A | N/A | \$<br>\$ | \$ |
|------------------------------------|-------------------------------|----------------------------------|-------------------------------|-----|-----|----------|----|

- Please complete above pricing for generators to be placed on location by July 01, 2016 and remain in location till October 31, 2016.
- The following generator for Hammond Evacuees shall be only delivered and billed if an actual Evacuation takes place.

- 5) Upon activation of an Emergency we will need an 800kw generator will be delivered to Hammond High school to be used by the St Charles Parish Evacuees till they return home.
  - We will also need a technician to hook this generator up with all the needed cables.
     The technician does not have to be on standby for repairs unless said repairs are a requirement of the rental.
  - Please calculate this rental amount on a week's basis but up to a month's minimum.
     Price for the technician needed for hooking up the generator should be added to the cost of delivery and pickup unless he is required to remain on call:

| Rental: \$             | (Per week): \$ | (Per month)                           |
|------------------------|----------------|---------------------------------------|
| Delivery: \$           | Pickup: \$     |                                       |
| Emergency Technician's | Rate: \$       | _(Per hour) – if required with rental |

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| PROCUREMENT AGREEMENT  |
|--|
| On thisday of, 2016, St. Charles Parish, represented herein by Larry Cochran, Jr., Parish President, and the successful vendor noted below, does hereby enter into this Procurement Agreement for the expressed purpose of providing the following in order to serve the public. |
| <u>Description of Procurement</u> : <u>RFQ Number EMG-16-1001</u>  |
| GENERATOR RENTAL FOR 2016 HURRICANE SEASON   |
| <b>Now Therefore</b> , St. Charles Parish does, hereby, enter into this Procurement Agreement with the undersigned below.  |
| ST. CHARLES PARISH   |

NAME OF FIRM: \_\_\_\_\_

| By:                             |      |
|---------------------------------|------|
| Larry Cochran, Parish President | Date |
| ,                               |      |
|                                 |      |
|                                 |      |
|                                 |      |
| COMPANY NAME:                   |      |
|                                 |      |
|                                 |      |
|                                 |      |
|                                 |      |
|                                 |      |
| Authorized Signature of Company | Date |

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